



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	Contract Number	
M	<input type="checkbox"/>	Change	LADCONS244			CIP	A	
X	<input type="checkbox"/>	Cancel						
County Department					Dept.	Orgn.	Contractor's License No.	
ARCHITECTURE & ENGINEERING					CIP	9370	546331	
County Department Contract Representative					Ph. Ext.		Amount of Contract	
CINDY JONES					387-5275		\$458,893.00	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number		
CJV	CIP	9370	430	4030		00890370		
Commodity Code				Estimated Payment Total by Fiscal Year				
				FY	Amount	I/D	FY	Amount
Project Name				00	150,000	I		
VICTOR VALLEY SHERIFF'S				01	308,893	I		
EXPANSION								
RELOCATION #90370								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

L.A.D. Construction

hereinafter called

CONTRACTOR

Address

1094 East Ninth Street

Upland, CA 91786

Phone

Birth Date

909-985-8244

Federal ID No. or Social Security No.

93-0977923

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I.

The complete contract includes all of the Contract Documents, to wit:

- A. Advertisement For Bids (Project No. 90370), dated January 11, 2000.
- B. Bidder's proposal, dated February 10, 2000.
- C. Bid Documents entitled "Re-Bid Victor Valley Sheriff's Expansion".
- D. Drawings entitled "Victor Valley Station Expansion".
- E. Addendum No. 1, dated February 3, 2000.
- F. Certified copy of the record of action of the Board of Supervisors, County of San Bernardino, meeting of February 29, 2000.

And they are included in their entirety as a part of this Contract by reference thereto.

II.

The Contractor agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of:

BASE BID \$458,893.00

III.

Contractor will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to the Board of Supervisors within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion.

IV.

The Contractor agrees to indemnify, defend and hold harmless the Department, the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of workers' compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Workers; Compensation, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department; and Contractor shall maintain such insurance from time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the

commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

V.

The County agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the sum of Four Hundred Fifty-eight Thousand Eight Hundred Ninety-three Dollars (\$458,893.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the Board of Supervisors, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

VI.

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed from the County of San Bernardino to proceed with the work and shall complete it within two hundred forty (240) calendar days.

VII.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he will be required to secure the payment of compensation to his employees.

VIII.

The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

IX.

The Contractor hereby agrees to reimburse the County for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of all costs incurred by the County for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed.

The statement shall then be sent to the general contractor, who shall reimburse the County for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the project.

X.

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

XI.

CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Section 110.010 et seq.) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage report requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Contractor hereby certifies that it has submitted to the County a completed Principal Owner Information (PIO Form) and Child Support Compliance Program Certification (CSCP Certification).

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of CONTRACTOR to maintain compliance with the requirements set forth in the preceding paragraph shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under law or under any other provision of this contract, failure to cure such default within 90 days of notice by the San Bernardino County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract.

XII.

The contract is delivered by L.A.D. Construction, Contractor, to County for acceptance by its Board of Supervisors at San Bernardino, California, and is deemed to have been entered into at San Bernardino.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

COUNTY OF SAN BERNARDINO

►
Jon D. Mikels, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

L.A.D Construction
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Laura D. Dahlem
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 1094 E. Ninth Street
Upland, CA 91786

►

County Counsel

Date _____

►

Date _____

►

Agency Administrator/CAO

Date _____